

AND THESE PRESENTS SHALL BE VOID IS SUCH PAYMENT BE MADE; BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENTS OF THE SAID PRINCIPAL SUM OF MONEY, OR ANY PART THEREOF, AS PROVIDED IN SAID NOTE, OR IF THE INTEREST THAT MAY GROW DUE THEREON, OR ANY PART THEREOF, SHALL BE DUE AND UNPAID FOR THE SPACE OF TEN DAYS AFTER THE SAME SHOULD HAVE BEEN PAID, ACCORDING TO THE TERMS OF SAID PROMISSORY NOTE, THEN AND FROM THENCEFORTH, IT SHALL BE OPTIONAL WITH THE SAID PARTIES OF THE SECOND PART THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS TO CONSIDER THE WHOLE OF SAID PRINCIPAL SUM EXPRESSED IN THE SAID NOTE AS IMMEDIATELY DUE AND PAYABLE, ALTHOUGH THE TIME EXPRESSED IN THE SAID NOTE FOR THE PAYMENT THEREOF SHALL NOT HAVE ARRIVED; AND IMMEDIATELY TO ENTER INTO AND UPON ALL AND SINGULAR THE PREMISES HEREBY GRANTED OR INTENDED SO TO BE, AND TO SELL AND DISPOSE OF THE SAME, OR ANY PART THEREOF, AND ALL BENEFIT AND EQUITY OF REDEMPTION OF THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS AT PUBLIC AUCTION, UPON GIVING NOTICE OF THE TIME AND PLACE OF SALE IN THE MANNER PROVIDED BY LAW FOR THE SALE OF REAL ESTATE ON EXECUTION, AND TO MAKE, EXECUTE AND DELIVER TO THE PURCHASER OR PURCHASERS THEREOF AT SUCH SALE ALL NECESSARY CONVEYANCES, OR DEEDS FOR THE PURPOSE OF VESTING IN SUCH PURCHASER OR PURCHASERS THE PREMISES SO SOLD, IN FEE-SIMPLE ABSOLUTE, AND OUT OF THE MONEY ARISING FROM SUCH SALE TO RETAIN THE PRINCIPAL AND INTEREST WHICH SHALL THEN BE DUE ON SAID PROMISSORY NOTE TOGETHER WITH THE COSTS AND CHARGES OF SAID SALE, INCLUDING A REASONABLE ATTORNEY'S FEE, AND ALSO THE AMOUNT OF ALL SUCH PAYMENTS OF TAXES, ASSESSMENTS, INCUMBRANCES OR INSURANCE AS MAY HAVE BEEN PAID BY THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, BY REASON OF THE PERMISSION HEREINAFTER GIVEN, WITH THE INTEREST ON THE SAME HEREINAFTER ALLOWED, RENDERING THE OVERPLUS OF THE MONEY, IF ANY THERE SHALL BE, UNTO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS. AND THE SAID <sup>FIRST</sup> PARTIES DO HEREBY FURTHER COVENANT, PROMISE AND AGREE TO AND WITH THE SECOND PARTIES TO PAY AND DISCHARGE, AT MATURITY, ALL SUCH TAXES, LIENS AND INCUMBRANCES NOW SUBSISTING OR HEREAFTER TO BE LAID OR IMPOSED UPON SUCH PREMISES, OR WHICH MAY BE IN EFFECT A PRIOR CHARGE THEREUPON TO THESE PRESENTS, DURING THE CONTINUANCE HEREOF, AND IN DEFAULT THEREOF THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY PAY AND DISCHARGE THE SAME, AND MAY AT THEIR OPTION, KEEP FULLY INSURED AGAINST ALL RISKS BY FIRE THE BUILDINGS WHICH ARE NOW OR MAY HEREAFTER BE ERECTED ON THE SAID PREMISES, AT THE EXPENSE OF THE SAID FIRST PARTIES AND THE SUMS SO PAID SHALL BE REPAYABLE IN THE SAME KIND OF MONEY OR CURRENCY IN WHICH THE SAME SHALL HAVE BEEN PAID AND SHALL BEAR INTEREST AT THE RATE OF SEVEN PER CENT PER ANNUM UNTIL PAID, AND SHALL BE CONSIDERED AS SECURED BY THESE PRESENTS, AND BE A LIEN UPON THE SAID PREMISES AND SHALL BE DEDUCTED FROM THE PROCEEDS OF THE SALE THEREOF ABOVE MENTIONED, WITH INTEREST AS HEREIN PROVIDED. IF THE SECOND PARTIES SO ELECT THEY MAY BRING AN ACTION TO FORECLOSE THIS MORTGAGE, IN WHICH EVENT THEY SHALL BE ENTITLED TO INCLUDE IN THE JUDGMENT AND DECREE OF FORECLOSURE ANY MONEY PAID OUT OR EXPENDED BY THEM UNDER THE PROVISIONS HEREINBEFORE SET OUT, WITH INTEREST THEREON AS ABOVE SET OUT, AND ALSO A REASONABLE ATTORNEY'S FEE TO BE FIXED AND ALLOWED BY THE COURT, AND TAXED AND COLLECTED AS OTHER COSTS.

AND IT IS HEREBY AGREED THAT THE SAID PARTIES OF THE FIRST PART SHALL INSURE AND KEEP INSURED THE BUILDINGS NOW ON SAID MORTGAGED PREMISES FOR AT LEAST THE SUM OF TWO THOUSAND DOLLARS, AND IN CASE THE SAID PROPERTY IS DESTROYED BY FIRE, THE